

Washington, DC 20530

## To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <u>Penberthy Enterprises, Inc.</u>	2. Registration No. <u>4536</u>
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3. Name of foreign principal <u>Belarus Publishers</u>	4. Principal address of foreign principal <u>11 Masharov Avenue</u> <u>Minsk, USSR 220600</u>
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government☐ Foreign political party☒ Foreign or ☐ domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☒ Other (specify) Juridical person☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

Not Applicable.

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

Not Applicable.

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Publisher

b) Is this foreign principal \*

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

\* The Foreign Principal is a juridical person in accordance with Soviet law, but is subject to State control, as are other entities in the Soviet Union.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not Applicable.

Date of Exhibit A 4/28/91	Name and Title Richard Penberthy, President	Signature ✓ RM Penberthy
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U.S. Department of Justice  
Washington, DC 20530

Exhibit B

To Registration Statement

Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007  
Approval Expires Nov. 30, 1993

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant

Name of Foreign Principal

Penberthy Enterprises, Inc.

Belarus Publishers

Check Appropriate Boxes:

1. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Foreign Principal has created a magazine with the name "News" and a supplementary newsletter with the name "Byelorussian Business Herald" which it will print in Russian and distribute them throughout the Soviet Union. The content of such publications focuses on the USSR Republic of Byelorussia as well as other Western Republics of the Soviet Union and contains information on Soviet politics, economics, business opportunities, science, art and culture. The Foreign Principal is desirous of also creating an English version of these publications which can be distributed outside of the Soviet Union. The Registrant has proposed a distribution agreement, which has not yet been signed by the foreign principal, which calls for the Registrant to edit, provide supplies for the printing, and distribute an English version of these publications within the United States, Canada, and Western Europe. The Registrant is concurrently distributing the Byelorussian Business Herald (English version), within the United States in order to assess market feasibility.

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SEP 88

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See the attached Draft "Agreement for the Exclusive Distribution..."

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The purpose of the publications is to promote economic trade between the United States and the Soviet Union.

Date of Exhibit B

6/28/91

Name and Title

Richard Penberthy,  
President

Signature



<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT FOR THE EXCLUSIVE DISTRIBUTION OF  
DELO (EAST + WEST) MAGAZINE AND BYELORUSSIAN BUSINESS HERALD NEWSLETTER  
IN THE UNITED STATES OF AMERICA, CANADA, AND WESTERN EUROPE

Belarus Publishers (Byelorussian SSR, Minsk), a juridical person in accordance with Soviet law, hereinafter referred to as "Soviet Party" and Penberthy Enterprises, Inc. (Safety Harbor, Florida USA), a juridical person in accordance with the laws of the State of Florida, United States of America, hereinafter referred to as "Foreign Party" have agreed to the terms of this distribution agreement as follows:

Article I - Objectives of Agreement

The objectives of this agreement are to render assistance to Soviet and foreign entrepreneurs in seeking persons for the establishment of direct contacts to create joint ventures, joint stock companies, and business entities in other forms; establishing other forms of foreign economic cooperation; and updating the technology of the publishing industry in the USSR.

Article II - Implementation of Objectives

The objectives outlined under Article I are to be achieved by the following:

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ADMINISTRATIVE UNIT

1. Creation, printing, and distribution on a bi-monthly basis in the USSR a Russian version and abroad an English version of the advertising and commercial magazine "DELO (East + West)", hereinafter referred to as "DELO".
2. Creation, printing, and distribution on a monthly basis in the USSR a Russian version and abroad an English version of the business newsletter "Byelorussian Business Herald", hereinafter referred to as "BBH".
3. Creation, printing, and distribution in the USSR and abroad various books, pamphlets, and advertising materials as well as rendering assistance in marketing problems.
4. Providing advertising and intermediary services to Soviet and foreign persons utilizing desk-top publishing computer hardware and software.
5. Providing other kinds of publishing and commercial activities enlisting the aid of other organizations when needed.
6. Developing advertising materials for use in international and specialized publishing industry exhibitions.

### Article III - Assignment of Primary Responsibilities

In order to carry out the objectives of this agreement, the parties agree to assign primary responsibilities to the Soviet Party and Foreign Party as follows:

The Soviet Party will have the primary responsibility for the Russian version of each publication.

The Foreign Party will have the primary responsibility for the English version of each publication.

Article IV - Assignment of Specific Responsibilities

Soviet Party will be responsible for the following:

1. The creation of the text, photographic slides, artwork, and layouts for both the Russian and English versions of DELO and BBH. Both the Russian and English versions of DELO will contain identical photographic slides, artwork, and layouts.
2. Deliver to the Foreign Party the layouts, photographic slides and artwork for each DELO and a computer diskette containing the English translation of DELO and BBH no less than 6 weeks prior to each circulation date in order to allow adequate time for the Foreign Party to edit and typeset the English editions as well as create color separations and emulsion down positives.
3. All costs related to the creation, printing and distribution of each Russian edition of DELO and BBH.
4. Guaranteeing exclusive distribution rights for DELO and BBH in the United States of America, Canada, and Western Europe to Foreign Party or its assigns.
5. Arrangement and overseeing of the printing of each English edition of DELO within the USSR and delivery of magazines to the Foreign Party within 1 week of circulation date.
6. Deliver to the Foreign Party at least 100 copies of the Russian versions of each DELO and BBH prior to circulation date.

Foreign Party will be responsible for the following:

1. Providing the DELO color separations and emulsion down positives and delivery to the Soviet Party within 2 weeks after receipt of the photographic slides and artwork from the Soviet Party.
2. The editing and typesetting of each English version of DELO and delivery to the Soviet Party within 3 weeks after receipt of the layouts and computer diskettes containing the English translation from the Soviet Party. The Foreign Party may edit at it's discretion the English version of DELO in order to maximize market appeal in the foreign markets.
3. Providing the paper for the printing in the USSR of each English edition of DELO.
4. The distribution of each English version of DELO.
5. The creation, printing, and distribution of "media kits" to potential advertisers for the purpose of selling advertising space in the Russian, English, or both versions of DELO.
6. Editing, typesetting, printing, and distributing of each English version of BBH. The Foreign Party may edit at it's discretion the English version of BBH in order to maximize market appeal in the foreign markets.
7. Deliver to the Soviet Party at least 100 copies of the English versions of each DELO and BBH prior to circulation date.



8. Deliver to the Soviet Party a desk-top publishing system within 6 months of the date of this agreement.

Article V - Circulation of DELO and BBH

The Soviet Party has completed a feasibility study of the Soviet market and has concluded that the initial and subsequent circulations of the Russian version of DELO within the USSR will be not less than 25,000 copies per issue and can be increased based on market demand in the USSR. The circulation of the Russian version of BBH within the USSR will have no minimum and will be subject to market demand within the USSR.

The Soviet Party's feasibility study recently completed, has also concluded that the initial and subsequent circulations of the English version of DELO will be 10,000 copies within the United States of America, Canada, and Western Europe. This preliminary estimate by the Soviet Party is subject to change based on a formal test marketing study by the Foreign Party. The Foreign Party agrees to circulate at least 5,000 copies of the first issue of DELO within the USA in order to assess market demand within the USA. The circulation of subsequent issues of the English versions of DELO will be based on market demand. The circulation of the first issue of the English version of BBH will be no less than 1,000 copies. The circulation of subsequent issues of the English version of BBH will have no minimum and will be subject to market demand.

Article VI - Entitlement of Revenues and Profits

The Soviet Party will be entitled to:

1. 100% of all revenues earned from the Russian versions of DELO and BBH.

2. 65% of the "net profit" earned from the Foreign Party's efforts associated with the English versions of DELO and BBH. "Net profit" shall be defined as: The pro-rata earned portion of Advertising and Subscription Revenues less costs for paper, printing, color separations, emulsion down positives, mailing, editing, media kits, telephone, travel and other expenses directly related to the development, printing, distribution and sales efforts of the English version of DELO and BBH by the Foreign Party.

The Foreign Party will be entitled to:

1. 35% of the "net profit" earned from the Foreign Party's efforts associated with the English versions of DELO and BBH. "Net Profit" is defined in item 2. of Article VI above.

Article VII - Distribution of English Version DELO and BBH Net Profits

The Foreign Party will distribute, in western currency, the "net profit" entitlement to the Soviet Party within 30 days of the close of each month. The Soviet Party will instruct the Foreign Party as to where funds should be wired to. The Soviet Party may also instruct that such western currency be wired to a foreign paper supplier or wherever else that the Soviet Party decides.

#### Article VIII - Other Transactions Between Soviet Party and Foreign Party

The parties recognize that, at times, there will be a need for transactions to be paid strictly in western currency. For those transactions that the parties agree to, the Foreign Party will use western currency and the Soviet Party will simultaneously transfer rubles into a bank account designated by the Foreign Party for free and unrestricted access and use by the Foreign Party the equivalent of the greater of: a 25 ruble to 1 U.S. dollar exchange rate or the then current USSR tourist exchange rate for U.S. dollars minus 2 rubles.

#### Article VIII - Legal Responsibilities

The Soviet Party will be responsible for complying with all USSR law relative to the creation, printing, and distribution of the Russian versions of DELO and BBH within the USSR. The Soviet Party assumes no legal responsibility for the compliance of foreign law within the territories that the Foreign Party will be distributing in.

The Foreign Party will be responsible for complying with all foreign law relative to the creation, printing, and distribution of the English versions of DELO and BBH within the territories of the United States of America, Canada, and Western Europe. The Foreign Party assumes no legal responsibility for the compliance of the laws relative to the creation, printing, and distribution of the Russian versions of DELO and BBH within the Soviet Union.

Article X - Assignment Rights

The Soviet Party and the Foreign Party reserve the rights to assign their respective rights and responsibilities of this agreement, in whole or in part, to other parties.

Article XI - Amendments

This agreement is subject to amendments and supplements as mutually agreed upon by the Soviet Party and the Foreign Party.

Article XII - Termination Rights

The Soviet Party or the Foreign Party reserve the right to terminate this agreement within 30 days written notice to the other party.

AGREED TO:

SOVIET PARTY:

Belarus Publishers

Minsk 220600

11 Masherov Prospekt, BSSR

FOREIGN PARTY:

Penberthy Enterprises, Inc.

2106 Gull Lane

Safety Harbor, Florida 34695 USA

\_\_\_\_\_  
BY: Victor L Dubovsky, Director

\_\_\_\_\_  
BY: Richard Penberthy, President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_